

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

AMGUARD INSURANCE COMPANY,)	
)	
Plaintiff,)	
)	
v.)	
)	Case No.: 23-cv-04679
PANAM LOGISTICS, LLC, and CAPITAL)	
EXPRESS, LLC)	
)	
Defendants.)	
)	

FINAL DEFAULT JUDGMENT ORDER

THIS MATTER, having come to the Court upon Plaintiff, AMGUARD INSURANCE COMPANY’S (“AmGuard”) Motion for Entry of Default Judgment against Defendant, PANAM LOGISTICS, LLC (“Panam”) pursuant to Fed. R. Civ. P. 55(b)(2), and the Court having considered the entire record and the submissions in support of the Motion, and good cause having been shown, it is HEREBY ORDERED:

1. AmGuard filed a Complaint in this action on July 19, 2023. [ECF No. 1].
2. On November 29, 2023, Panam was served with process through the Illinois Secretary of State. [ECF No. 13].
3. Pursuant to Fed. R. Civ. P. 12(a), Panam’s responsive pleading was due 21 days later, or December 20, 2023.
4. On January 11, 2024, the Clerk of Court entered a default as to Panam. [ECF No. 18].
5. On August 9, 2024, AmGuard made a Motion for Entry of Default Judgment. [ECF

No. 37].

6. To date, Panam has not filed an appearance or otherwise defended this action.

7. Panam is a limited liability company. Panam is not an infant, in the military, or an incompetent person.

8. It is hereby declared that the factual allegations in the Complaint [ECF No. 1] are deemed admitted.

9. It is hereby declared that a final default judgment shall be and hereby is entered in favor of AmGuard and against Panam on Counts II, III, IV, V, and VI of the Complaint.

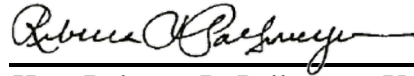
10. It is hereby declared that Count I of the Complaint for rescission is dismissed without prejudice.

11. It is further declared that: (1) AmGuard owes no duty to defend or indemnify Panam under the Covered Autos Liability Coverage of BizGUARD Plus Policy Number K2GP213930 (the “Policy”) for the lawsuit styled *Capital Express, LLC v. ACD Logistics, LLC and Panam Logistics, LLC*, Case No. 2021 L 011040 (Cir. Ct. Cook County. November 12, 2021) (the “Underlying Lawsuit”), and a \$97,597.74 default judgment entered against Panam in that lawsuit (the “Default Judgment”); (2) AmGuard owes no duty to defend or indemnify Panam for the Underlying Lawsuit and Default Judgment under the Policy’s Bodily Injury and Property Damage Liability Coverage; and (3) coverage under the Policy for the Underlying Lawsuit and Default Judgment is limited to the Policy’s \$10,000 limit under the On Hook Physical Damage Legal Liability Coverage.

12. Each party shall bear its own costs.

Dated: September 6, 2024

SO ORDERED

A handwritten signature in black ink, appearing to read "Rebecca R. Pallmeyer", written over a horizontal line.

Hon. Rebecca R. Pallmeyer, U.S.D.J.